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FEDERAL MARITIME COMM

GRIMALDI DEEP SEA S.P.A./ Mitsui

OSK Lines Ltd.

SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No.: **012312-001 (2nd Edition)**

Expiration Date: None

Effective Date: December 17, 2014



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ARTICLE 1 - FULL NAME OF AGREEMENT

The full name of this Agreement is the Grimaldi Deep Sea S.p.A. / Mitsui OSK Lines Ltd SPACE CHARTER AGREEMENT ("the Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize Grimaldi Deep Sea S.p.A. to utilize space on Mitsui OSK Lines Ltd vessels in the trades defined in Article 4 of this Agreement and to authorize the Parties to agree on cooperative working arrangements in connection therewith.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- 1) Grimaldi Deep Sea S.p.A.
Via Marchese Compodisola 13
Naples, Italy

(hereafter "Grimaldi")

- (2) Mitsui OSK Lines Ltd
Dexter House
Royal Mint Court
London
ECN 4JR

(Grimaldi and Mitsui OSK Lines Ltd may be individually referred to as a "Party" and collectively as the "Parties")

ARTICLE 4: GEOGRAPHIC: SCOPE OF THE AGREEMENT

The scope of this Agreement is space chartering involving transportation of new vehicles between ports and inland points in North Europe and the United States (The foregoing geographic scope referred to in this Agreement as the "Trade").

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 Under this Agreement, Grimaldi may charter space on an “as needed/as available” basis on vessels owned or chartered by Mitsui OSK Lines Ltd. on such terms and conditions as the Parties may agree. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon: the capacity and features of the vessels; the schedule and selection of ports of loading and discharge; space requirements and the availability of space on vessels owned or chartered by Mitsui OSK Lines Ltd; the place and timing of the provisions of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements; and for any other administrative matters relating to chartering and operations under this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 The Parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shoreside services. Nothing herein, however, shall authorize the Parties jointly to operate a marine terminal in the United States.

5.4 The Parties may also discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time including but limited to forecasting, stowage planning, recordkeeping, responsibility for loss or damage, insurance, liabilities, claims, indemnification, consequences for delays and/or other failure to perform, the terms of their respective bills of lading, force majeure, and treatment of hazardous and dangerous cargoes.

5.5 Pursuant to 46 CFR § 535.408, any further agreement or cooperation beyond what is authorized herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

The following shall have authority to file this Agreement and any modification hereto:

- (a) any authorized officer or official of each Party;
- (b) legal counsel for each Party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

7.1. Membership

Membership is limited to the Parties hereto except that additional carriers offering regular service in the Trade may be admitted by unanimous agreement of the Parties and by amendment of the Agreement pursuant to the Shipping Act of 1984.

7.2. Withdrawal

Any Party may withdraw from this Agreement for any reason upon forty-five (45) days prior written notice to the other Party, in the event that either Party withdraws hereunder, each Party shall remain liable to the other for all liabilities accrued during the term of the Agreement.

ARTICLE 8: VOTING

Not applicable.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement, as amended, shall take effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall remain in effect thereafter until all but one Party withdraws pursuant to Article 7.2 hereof, or it is terminated by mutual agreement of the Parties.

ARTICLE 10: APPLICABLE LAW AND DISPUTE RESOLUTION

The Parties agree that any and all disputes arising out of or in connection with this Agreement, and failing an amicable settlement between the Parties, will be referred to arbitration in New York. The arbitration shall be conducted in accordance with the Rules of the New York Society of Maritime Arbitrators. Each Party shall appoint an arbitrator, who shall agree on a third arbitrator as chairman. The costs and expenses of the arbitration (including reasonable attorneys, fees and costs) shall be borne by the non-prevailing Party unless the arbitration panel otherwise determines. The decision of the arbitrators shall be final, binding and not subject to further review.

The Parties agree that this Agreement shall be construed and interpreted under the laws of United States and, if there is no applicable federal law, by the laws of the State of New York (excluding conflict and choice of law rules).

ARTICLE 11: SEVERABILITY

If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

ARTICLE 12: NON-ASSIGNABILITY

The rights and obligations of each Party under the Agreement herein shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries (listed in Appendix A) that are vessel-operating common carriers within the meaning of the Shipping Act of 1984. as amended, codified at 46 U.S.C. 40101 et seq. or with the prior agreement of the other Party. Each Party shall warrant that any subsidiary or fellow subsidiary to which any assignment is made shall not be sold to a third party during the term of the assignment.

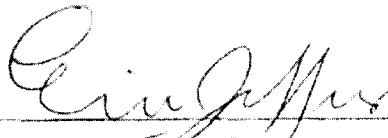
ARTICLE 13: NOTICE TO GOVERNMENT AGENCIES

The Federal Maritime Commission shall be promptly notified in writing of any termination date of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have agreed to amend and restate this Agreement
as of this 4th day of February, 2015.

Mitsui OSK Lines Ltd.

By: 
Name: Eric Jeffrey
Title: Legal Counsel

Grimaldi Deep Sea S.p.A.

By: _____
Name: _____
Title: _____

Grimaldi/Mitsui OSK Lines Ltd.
SPACE CHARTER AGREEMENT
FMC No. 012132-001 (2nd Edition)

SIGNATURE PAGE

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as of this 4th day of February, 2015.

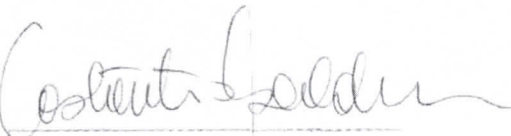
Mitsui OSK Lines Ltd.

By: _____

Name: _____

Title: _____

Grimaldi Deep Sea S.p.A.

By: 

Name: COSTANTINO BALDISSARA

Title: COMMERCIAL, LOGISTICS, OPERATIONS DIRECTOR